91 N. J. L. 598, 103 Atl. 207; *Boyer* v. *Crescent Paper Box Factory*, 143 La. 368, 78 So. 596. However, the principal case is distinguishable. The words of the amendment are sufficiently broad to include compensation from the date on which it went into effect for injuries received prior to that date. The obvious purpose of the legislature — to meet the hardship caused by the expense of an attendant — could be fully accomplished only by giving the amendment this retroactive effect. On the other hand, to allow this retroactive operation impairs no existing right. These considerations seem sufficient to take the case out of the general rule favoring a prospective operation. See *City of Montpelier* v. *Senter*, 72 Vt. 112, 113, 47 Atl. 392, 393. See 2 LEWIS' SUTHERLAND, STATUTORY CONSTRUCTION, 2 ed., § 674.

MASTER AND SERVANT — WORKMEN'S COMPENSATION — VIOLATION OF STATUTE AS BAR TO RECOVERY. — The Quarries Act made it a crime to go near a blasting charge within one half hour after a misfire. Plaintiff's deceased, a quarryman whose duty it was to do blasting, was killed by a hangfire when recharging the blast after ten minutes. In a proceeding to recover workmen's compensation, *held*, that an award be refused. *Matthews* v. *Pomeroy*, 54 L. J. 223 (Court of Appeal).

Where disobedience to an order of the employer is a causal factor in the injury, in the following four cases it is generally held that the accident did not arise out of the employment: (1) Where the order was disobeyed that the employee might do something not at all a part of his employment for his own purposes. *Lowe* v. *Pearson*, [1899] 1 Q. B. 261. (2) Where such disobedient act was done because of personal advantage to the employee, though physically within the employment. *Weighill* v. *South Hetton Coal* Co., [1911] 2 K. B. 757. (3) Where such disobedience though done with the employer's interest in mind was in an undertaking to do something the employee was not employed to do in any way. *Jennkison* v. *Harrison Co.*, 4 B. W. C. C. 194 (1911). (4) Where such disobedient act added risk for no reason at all. *Schelf* v. *Kishpaugh*, 37 N. J. LAW J. 173. But where none of the above elements is present and the employee was doing what he was employed to do, it is perfectly clear that the fact that he disobeyed express orders will not prevent the accident from arising out of the employment. *Harding* v. *Brynddu Colliery Co.*, [1911] 2 K. B. 747; *Chicago Railways Co.* v. *Industrial Board*, 276 Ill. 112, 114 N. E. 534. The same rules would seem to apply in the case of the violation of a criminal statute as in the case of disobedience to the employer's orders. Therefore the court seems unwarranted in basing its decision on the ground that the accident did not arise out of the employment. It might be argued that it is against general public policy to award compensation when the workman was injured in the commission of a crime. But where death occurs, such an argument is not sound in the face of specific public policy as expressed by the Workmen's Compensation Act, which allows recovery in spite of serious or willful misconduct where death or total disability occurs. See 6 EDW. VII, c. 58.

QUASI CONTRACTS — MONEY PAID UNDER DURESS OR COMPULSION OF LAW — SUFFICIENCY OF PROTEST TO PERMIT RECOVERY OF TAX. — The plaintiff paid his taxes to the dependant and obtained receipts endorsed, "Paid under Protest." The taxes were collected under proper warrants but there was no threat of levy on the plaintiff's property. The taxes were afterwards declared invalid and plaintiff sued to recover. *Held*, that he could not do so. *Albro* v. *Kettelle*, 107 Atl. 198 (R. I.).

Invalid taxes, paid voluntarily, cannot be recovered whether or not a protest is made. *Railroad Co.* v. *Commissioners*, 98 U. S. 541; *Cincinnati, R. & Ft. W. Ry. Co.* v. *Wayne Township*, 55 Ind. App. 533, 102 N. E. 865. And it has often been said that a payment is voluntary unless there is a threat of immediate

arrest or seizure of goods. *Lange* v. *Soffell*, 33 Ill. App. 624; *Detroit* v. *Martin*, 34 Mich. 170; *Railroad Co.* v. *Commissioners*, 98 U. S. 541. The entire common-law doctrine as to voluntary payments was unjust and illogical, and now in many jurisdictions has been greatly altered by statute. For example, invalid taxes may be recovered, though paid voluntarily in the common-law sense, if a specific protest is made. See 1915 MICH. COMP. LAWS, § 4049; CAL. POL. CODE, § 3819; 1913 NEB. REV. STAT., § 6491; 1902 MASS. REV. LAWS, c. 13, § 86. Where there are such statutes, the requirements as to protest must be strictly complied with. *Bankers Association* v. *Douglas County*, 61 Neb. 202, 85 N. W. 54; *Traverse Beach* v. *Elmwood*, 142 Mich. 78, 105 N. W. 30; *Knowles* v. *Boston*, 129 Mass. 551. Rhode Island has no such statute. But the court in the principal case, contrary to the older authorities, came to the conclusion that the payment by the plaintiff was involuntary. This conclusion is supported by the more recent decisions. *Ottawa University* v. *Franklin County*, 85 Kan. 246, 116 Pac. 892; *Atchison, T. & S. F. Ry. Co.* v. *O'Connor*, 223 U. S. 280. But the court went on to hold that the protest was not sufficiently specific to permit a recovery even though the payment was involuntary. However, the better authorities do not, in the absence of statute, require a specific protest if the payment is deemed involuntary. *Cox* v. *Welcher*, 68 Mich. 263, 36 N. W. 69; *Woodmere* v. *Springwells*, 130 Mich. 466, 90 N. W. 277. Unsatisfactory decisions are inevitable so long as the jargon of voluntary and involuntary payments is retained. The principle on which such cases should properly be rested is simply that one is entitled to recover money paid over when he neither intended a gift nor received any consideration. See POLLOCK, CONTRACTS, WILLISTON'S EDITION, 731, 732; 3 ILL. L. REV. 235, 237.

REFORMATION OF INSTRUMENTS — REFORMATION OF INSURANCE POLICY FOR MISTAKE OF FACT. — An insurance policy lapsed because of non-payment of premiums. Thereupon the insured became entitled to extended paid-up insurance, calculated upon the terms and by the methods provided in the policy, until July 13, 1915. The complainant's clerk made an error in computing the extended term, and indorsed on the policy a continuation until May 6, 1916, returning the policy to the insured. The latter died on Jan. 15, 1916. The complainant brought a bill to reform or cancel the indorsement. *Held*, that the bill be dismissed. *New York Life Ins. Co.* v. *Kimball*, 106 Atl. 676 (Vt.).

A party seeking reformation of a written instrument must clearly establish a valid agreement which the writing fails to express accurately by reason of a mutual mistake. *Kruse* v. *Koelzer*, 124 Wis. 536, 102 N. W. 1072; *Fulton* v. *Colwell et al.*, 112 Fed. 831. Negligence of the party demanding reformation will not be a bar to relief unless it constitutes a neglect of a legal duty. *Los Angeles & R. R. Co. et al.* v. *New Liverpool Salt Co.*, 150 Cal. 21, 87 Pac. 1029; *Snyder* v. *Ives*, 42 Iowa, 157. And there is no basis for estoppel where the defendant has not been prejudiced nor his position changed so that he cannot be put *in statu quo*. *Southern Finishing & Warehouse Co.* v. *Ozment*, 132 N. C. 839, 44 S. E. 681; *Detweiler* v. *Swartley et al.*, 74 Kan. 855, 86 Pac. 141. If one of the parties labors under a mistake of fact in entering into the agreement, of which the other is ignorant, but the writing expresses the intention of the parties accurately, there is no ground for reformation. *Steinmeyer et al.* v. *Schroeppel*, 226 Ill. 9, 80 N. E. 564; *Grant Marble Co.* v. *Abbot*, 142 Wis. 279, 124 N. W. 264. The court — erroneously it seems — brings the principal case within the last category. The result, however, might conceivably be supported on two grounds: First, that the elements of an estoppel exist. But usually the facts upon which an estoppel is raised must be pleaded. *Delaware Ins. Co.* v. *Penna. Fire Ins. Co.*, 126 Ga. 380, 55 S. E. 330. The defendant here did not allege that, in reliance upon the representation, the insured did an act or refrained from doing any. Second, that the complainant's remedy at law was